

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0047		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 Apr 2003	6. REQUISITION/PURCHASE NO. 37201403	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN L. CANE 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 4, 2nd Floor</u> until <u>16 00</u> local time <u>29 May 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN L. CANE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1180		C. E-MAIL ADDRESS CaneKL@nswccd.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		11	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		30	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		31	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		33			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		34	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		36	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	XXX
0001	LOT I – Machining, Welding, Assembly, Testing, Refurbishing, Restoration Services (up to 365 days after contract award)					
ITEM NO 0001AA	SUPPLIES/SERVICES Machinist	QUANTITY 20,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AB	SUPPLIES/SERVICES Machinist (O/T)	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AC	SUPPLIES/SERVICES Welder	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AD	SUPPLIES/SERVICES Welder (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AE	SUPPLIES/SERVICES Mechanic (Limited)	QUANTITY 8,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AF	SUPPLIES/SERVICES Mechanic (Limited) (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AG	SUPPLIES/SERVICES Test Mechanic	QUANTITY 5,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AH	SUPPLIES/SERVICES Test Mechanic (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AJ	SUPPLIES/SERVICES Quality Inspector	QUANTITY 4,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AK	SUPPLIES/SERVICES Quality Inspector (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AL	SUPPLIES/SERVICES Packager/Shipper	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	
ITEM NO 0001AM	SUPPLIES/SERVICES Packager/Shipper (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____	

ITEM NO 0002	SUPPLIES/SERVICES LOT II (365 days to 730 days after contract award)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
ITEM NO 0002AA	SUPPLIES/SERVICES Machinist	QUANTITY 21,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AB	SUPPLIES/SERVICES Machinist (O/T)	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AC	SUPPLIES/SERVICES Welder	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AD	SUPPLIES/SERVICES Welder (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AE	SUPPLIES/SERVICES Mechanic (Limited)	QUANTITY 8,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AF	SUPPLIES/SERVICES Mechanic (Limited) (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AG	SUPPLIES/SERVICES Test Mechanic	QUANTITY 5,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AH	SUPPLIES/SERVICES Test Mechanic (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AJ	SUPPLIES/SERVICES Quality Inspector	QUANTITY 4,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AK	SUPPLIES/SERVICES Quality Inspector (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AL	SUPPLIES/SERVICES Packager/Shipper	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0002AM	SUPPLIES/SERVICES Packager/Shipper (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003	SUPPLIES/SERVICES LOT III (731 to 1095 days after contract award)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
ITEM NO 0003AA	SUPPLIES/SERVICES Machinist	QUANTITY 21,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____

ITEM NO 0003AB	SUPPLIES/SERVICES Machinist (O/T)	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AC	SUPPLIES/SERVICES Welder	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AD	SUPPLIES/SERVICES Welder (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AE	SUPPLIES/SERVICES Mechanic (Limited)	QUANTITY 8,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AF	SUPPLIES/SERVICES Mechanic (Limited) (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AG	SUPPLIES/SERVICES Test Mechanic	QUANTITY 5,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AH	SUPPLIES/SERVICES Test Mechanic (O/T)	QUANTITY 1,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AJ	SUPPLIES/SERVICES Quality Inspector	QUANTITY 4,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AK	SUPPLIES/SERVICES Quality Inspector (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AL	SUPPLIES/SERVICES Packager/Shipper	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0003AM	SUPPLIES/SERVICES Packager/Shipper (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0004	SUPPLIES/SERVICES LOT IV (1096 to 1460 days after contract award)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
ITEM NO 0004AA	SUPPLIES/SERVICES Machinist	QUANTITY 21,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0004AB	SUPPLIES/SERVICES Machinist (O/T)	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0004AC	SUPPLIES/SERVICES Welder	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0004AD	SUPPLIES/SERVICES Welder (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0004AE	SUPPLIES/SERVICES Mechanic (Limited)	QUANTITY 8,500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	Mechanic (Limited) (O/T)	1,000	Hours	\$ _____	\$ _____
0004AG	Test Mechanic	5,500	Hours	\$ _____	\$ _____
0004AH	Test Mechanic (O/T)	1,000	Hours	\$ _____	\$ _____
0004AJ	Quality Inspector	4,000	Hours	\$ _____	\$ _____
0004AK	Quality Inspector (O/T)	500	Hours	\$ _____	\$ _____
0004AL	Packager/Shipper	2,000	Hours	\$ _____	\$ _____
0004AM	Packager/Shipper (O/T)	500	Hours	\$ _____	\$ _____
0005	SUPPLIES/SERVICES LOT V (1461 to 1825 days after contract award)	QUANTITY	UNIT	UNIT PRICE	AMOUNT XXX
0005AA	Machinist	21,000	Hours	\$ _____	\$ _____
0005AB	Machinist (O/T)	2,000	Hours	\$ _____	\$ _____
0005AC	Welder	2,000	Hours	\$ _____	\$ _____
0005AD	Welder (O/T)	500	Hours	\$ _____	\$ _____
0005AE	Mechanic (Limited)	8,500	Hours	\$ _____	\$ _____
0005AF	Mechanic (Limited) (O/T)	1,000	Hours	\$ _____	\$ _____
0005AG	Test Mechanic	5,500	Hours	\$ _____	\$ _____
0005AH	Test Mechanic (O/T)	1,000	Hours	\$ _____	\$ _____

ITEM NO 0005AJ	SUPPLIES/SERVICES Quality Inspector	QUANTITY 4,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0005AK	SUPPLIES/SERVICES Quality Inspector (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0005AL	SUPPLIES/SERVICES Packager/Shipper	QUANTITY 2,000	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0005AM	SUPPLIES/SERVICES Packager/Shipper (O/T)	QUANTITY 500	UNIT Hours	UNIT PRICE \$_____	AMOUNT \$_____
ITEM NO 0006	SUPPLIES/SERVICES Support Costs (inclusive of G&A, applicable to all five (5) LOT years)	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT NOT TO EXCEED \$2,500,000.00
ITEM NO 0006AA	SUPPLIES/SERVICES Material (at actual cost plus burden rate)	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$2,000,000.00
ITEM NO 0006AB	SUPPLIES/SERVICES Transportation (round trip, as required)	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$150,000.00
ITEM NO 0006AC	SUPPLIES/SERVICES Subcontracting (for specialized services)	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$250,000.00
ITEM NO 0006AD	SUPPLIES/SERVICES Oil Sample Testing	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$100,000.00
ITEM NO 0007	SUPPLIES/SERVICES Technical Data (as required, in accordance with DD Form 1423)	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT NSP

ORDERING PROCEDURES

1. This is a Multiple Award contract and as such the following procedures shall apply to ordering individual delivery orders under the contract resulting from this solicitation:

a. The Naval Surface Warfare Center, Carderock Division (NSWCCD), Philadelphia is the issuing activity authorized to issue delivery orders under this contract. Orders shall be placed by written agreement only. All orders shall contain the date of the order, contract number and delivery order number, description of the scope of work to be accomplished, labor hours and all required support costs associated with performance, a Not To Exceed total cost, performance completion date, accounting / appropriation data and any other pertinent information.

b. No protest under Federal Acquisition Regulation (FAR) Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period of performance or maximum value of the contract.

c. Except as provided for in paragraph 1.f., below, for orders issued under multiple award delivery order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. The Contracting Officer shall, in making decisions in the award of any individual orders, consider factors such as past performance on earlier tasks under this multiple award contract, quality of deliverables, cost control, cost or other factors that are relevant to the award of a delivery order to an awardee under the contract.

d. The procedures for selecting awardees for the placement of individual delivery orders need not comply with the competition requirements specified under FAR, Part 6; however, fair consideration shall be given to all awardees prior to placing an order. Formal evaluation plans or scoring of quotes shall not be required. NSWCCD, Philadelphia may choose to use streamline procedures when selecting a delivery order awardee.

e. The contract resulting from this solicitation shall be a Time and Material contract. Each order for services exceeding \$100,000.00 shall be placed on a competitive basis unless one of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order; or a statute expressly authorizes or requires that the purchase be made from a specified source. An order for services exceeding \$100,000.00 is placed on a competitive basis only if the contracting officer provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award contract; and affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.

f. Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 if the Contracting Officer determines that:

1) The agency need for such services is of such URGENCY that providing such opportunity would result in unacceptable delays.

2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

3) The order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4) It is necessary to place an order to satisfy a minimum guarantee.

g. The NSWCCD Supply Officer (Code 33), shall be responsible for reviewing complaints from contractors on this multiple award type contract, and shall ensure all contractors are afforded a fair opportunity to be considered for award, consistent with the procedures in this contract.

h. The Minimum amount guaranteed to the Single Awardee or each of the Multiple Awardees will be \$25,000.

i. The Maximum amount will be determined at time of award.

NOTE: THIS IS A TOTAL SMALL BUSINESS SET ASIDE.

LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

(End of clause)

LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order. If this contract or a Task Order is terminated the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract or Task Order, based upon the share of costs incurred by each.

(End of clause)

SECTION C Descriptions and Specifications

1. The contract resulting from this solicitation shall be for the machining, welding, assembling and testing, and refurbishing / restoring of Naval Submarine Antenna, Periscope and Communication systems / components, as well as various Naval Submarine and Surface Craft's Hull, Mechanical and Electrical (HM&E) systems / components. Work may be one of a kind for prototype manufacture, equipment modification or repair, as well as limited production run manufacturing to support urgent requirements in support of the naval submarine and surface fleet.

a. As specified under authorized delivery orders issued by the Naval Surface Warfare Center, Carderock Division (NSWCCD) Ordering Officer, the Contractor shall utilize and expend the labor categories and support costs specified under the Section entitled "Supplies/ Services", herein, in support of the above effort.

b. The contractor shall provide machining / welding services on a variety of equipment and components (e.g. submarine hydraulic / hoist cylinders, submarine antenna / periscope machined parts sets, c/o the following materials (Polyethylene (ultra-high molecular weight), Rubber (ZZ-R-765 Cl. 1b, Grade 50), Nylon (MIL-M-20693), K-Monel (QQ-N-286), Teflon (MIL-P-19468), and Delrin), and various submarine and surface craft HM&E equipment / components. In addition, machined / manufactured parts may have tolerances enveloped of $\pm .001$

c. The contractor shall provide refurbishment / restoration, assembling and / or testing services of various submarine antenna / periscope faired mast assemblies, submarine antenna / periscope hydraulic / hoist cylinder assemblies and various submarine and surface HM&E systems / assemblies. Typical examples of systems to be assembled and tested include AN/BRA-34, AN/BRD-7, OE-207/BR Mast Antenna Systems, AN/BRD-7 Closure Doors, No. 1 and No. 2 Periscope Fairings, Hydraulic/ Hoist Cylinder Assemblies.

d. Examples of the systems to be machined, welded, refurbished / restored, assembled and tested are provided under the following drawing specifications:

- 1) AN/BRA-34 Antenna System (DWG SS-445-4398595)
- 2) AN/BRD-7 Antenna System (DWG SS-445-4398606)
- 3) OE-207/BR Mast Antenna System (DWG SSBN-445-4491191)
- 4) AN/BRD-7 Closure Door (DWG 150-5361661)
- 5) No. 1 and No. 2 Periscope Fairings (DWG 400-4457274)
- 6) Hydraulic Cylinder Assemblies (DWG. 2113490)

e. Each Delivery Order issued under this contract shall specify the Government's requirements and shall contain engineering drawings, detailed sketches, technical repair standards, assembly and test instructions, and detailed specification requirements in conjunction with the statements of work cited in support of the tasking efforts of paragraphs 1. b. and c., above.

f. The following machining, equipment and facilities capability must be, available for use within the contractor's site to provide the services required under this contract:

- 1) Engine Lathe

- 2) Drill Press
- 3) Milling Machine
- 4) Grinder
- 5) Vertical Boring Mill
- 6) Calibrated Layout Table
- 7) Material Handling Equipment
- 8) Welding Equipment (Solder and Brazing)
- 9) Optical Alignment Equipment
- 10) Hydrostatic Equipment
- 11) Surface Plate (able to accommodate a 23-ft Fairing)
- 12) Precise Inspection Tools
- 13) Hydraulic Power Plant possessing the following capabilities:
 - (a) Adaptability to the Hydraulic Cylinder of Mast Antenna Assembly
 - (b) Filtering System to ensure oil cleanliness to NAVSEA Technical Manual S9086-S4-STM-000/CH- 556R1
 - (c) Accelerometer Pressure Transducer and Record capable to test the Antenna Mast Assembly Hydraulic Cylinder.
 - (d) Static 5000 psi +/- 1/2
 - (e) Dynamic 2.5 gal/min @1500 psi
 - (f) Hydraulic fluid - MIL-H-17672D Navy Symbol 2075TH or 2110TH
- 14) Paint Booth
 - (a) Meeting the requirements of NAVSEA SE110-BK-MM0-010
 - (b) Capacity to paint a 23-foot long mast fairing.

15) Electrical Testing Equipment to perform the following: (i.e. Dual Sandborn Recorder)

(a) Insulation Resistance

(b) Continuity

16) Mast Antenna Assembly and AN/BRD-7 (BLD-1) Closure Door Systems Test Stands, with the following capability:

(a) The stand shall be able to interface with the above hydraulic power plant to provide pressure to the cylinder of the antenna mast assembly.

(b) The contractor shall provide the means by which a mast assembly's hydraulic Cylinder and Closure door system are cycled and tested at the designed loads.

(c) The Antenna Mast Assembly Test Stand must simulate the operation condition of the respective systems.

(1) The stand must be high enough to accommodate a full raised assembly 55-ft in height.

(2) The stand must be capable of supporting the assembly during a dynamic test as described, further, herein.

(3) The stand must be able to cycle and test the following systems as an example:

a. OE-207/BR Antenna Mast / Hydraulic Cylinder (DWG. 4491191 & 4398602)

b. AN/BRA-34 Antenna Mast / Hydraulic Cylinder (DWG. 4398595 & 2113490, 5489410)

c. AN/BRD-7 Antenna Mast / Hydraulic Cylinder (DWG. 4398606, 2113490, 5489410)

(d) The Closure Door Test Stand must be capable of testing a AN/BRD-7 (BLD-1) Closure Door (DWG. 5361661)

(1) The stand should be a mock up of the submarine bulkheads, which will be utilized to bolt the foundation and weldments for the door system.

(2) The stand shall have the capability to place a AN/BRD-7 (BLD-1) Mast Assembly and a Closure Door System. The Door System shall be able to Cycle a full Closure.

17) The contractor must possess the following test equipment and specialized services, or be able to demonstrate the ability to obtain such:

(a) Services of a laboratory approved by NSWCCD for reporting oil contamination, in accordance with NAVSEA Tech Manual S9086-S4-STM- 000/Ch-556R.

(b) Mechanical and optical equipment suitable for obtaining straightness and alignment readings for the required assemblies/subassemblies and their relationship to each other when assembled as a system. An alignment scope with auto-collimation capabilities and suitable fixture are required inspection tools.

18) The contractor shall have an assembly area large enough to assemble a 23-Ft Mast Fairing, a 17.5 Ft Hydraulic Cylinder with a 16 Ft Stroke and a 17 Ft Antenna. The area should be able to accommodate at least three (3) concurrent assemblies.

19) The contractor shall have a Hydraulic Assembly Area, with positive pressure inside used to provide an environment to minimize contamination and is isolated from machine shop dust and abrasives.

g. Example of Antenna Mast / Hydraulic Cylinder Testing Requirements:

1) Pre-operational Steps:

(a) Clean filters and strainer to assure that hydraulic fluid is kept at a level of cleanliness as outlined in the applicable drawing and NAVSEA Technical Manual S9086-S4-STM-000/CH-556R1.

(b) Re-circulate oils for five minutes and check cleanliness.

(c) Position mast / hydraulic cylinder in test stand and secure base.

(d) Mast Bearing Frames must be in alignment to each other and to the centerline of the Hoist Cylinder Base.

(e) Adjust Mast Bearing for proper operating clearance.

(f) Ensure that the wire rope cables are adjusted and secured.

(g) Connect Hydraulic Lines to base.

(h) Operation Test (50 cycles required):

(1) All bearings and mast bearings surfaces shall be water lubricated during dynamic cycle tests.

(2) Record type of hydraulic oil used.

- (3) Record pressures (pressure variation not to exceed $\pm 1/2\%$ plant pressure).
- (4) Take six up cycle time - record average.
- (5) Take six down cycle time - record average.
- (6) Take two (2) oil samples from supply to raise and lower.

h. Example of Mast Alignment:

- 1) The center of the 2.500" to 2.502" diameter hole of the hoist cylinder mounting bracket shall be located within .025" of the mast fairing hoist cylinder centerline and shall be perpendicular within .005" per foot of the mast fairing hoist centerline.
- 2) The center of the steady bearing bracket bore diameter shall be located within .025" of the mast fairing hoist cylinder centerline and shall be machined in accordance with applicable specifications.
- 3) The mast fairing bearing areas shall be straight within .040" with maximum variation in any one foot increment of no greater than .010"; two measurements shall be taken of each bearing area:
 - (a) One (1) before assembly
 - (b) One (1) upon completion of assembly.
- 4) An alignment scope with auto-collimation capabilities and suitable fixtures are required inspection tools.

i. Example of Assembly & Test Procedures / Instructions:

- 1) A step by step assembly and test procedure (developed by the contractor), meeting the Governments requirements, as indicated under any such order.
- 2) All bearing shoe surfaces for the Inner Mast and Upper / Lower Bearings, shall show a 50% minimum contact uniformly distributed with mating or sliding surfaces.

j. Example of Dynamic Test for Antenna / Hydraulic Cylinder Assembly:

- 1) Assembly and testing equipment required to test the antenna / hydraulic cylinder assemblies will be furnished by the contractor.
- 2) To simulate the actual operating conditions in an installed configuration, a dynamic test shall be performed to obtain the following results:

(a) Adjust mast speed to 8"-12" per second. Raise and lower the piston rod at 1500 psi plant pressure.

(b) Pressure variations during cycling shall not exceed $\pm 1/2\%$ of plant pressure. Each assembly shall be cycled fifty (50) times.

(c) Dashpot action is not to exceed 0.5 "G 's" on upper and lower dashpot. Recorder is to run at a speed of 100 mm per second for dashpot recordings.

(d) Post operational inspection shall be performed before removing the antenna assembly from the test stands. With the antenna assembly in the raised position, inspect the following:

(1) Condition of Hydraulic Cylinder exterior surface.

(2) Condition of Inner Mast/Radome exterior surface.

(3) Condition of exposed portion of hoisting and lowering cable.

k. Example of Antenna Mast Loads:

- 1) A Government Furnished Material (GFM) Radome / Inner Mast Antenna will provide the loads to simulate operation configuration for the Antenna Mast Assemblies.
- 2) The loads to simulate configuration shall range from 350 lbs. to 1500 lbs., for the antenna mast assemblies.

1. The above are typical examples, only: any variation to the above requirements shall be specified under individual delivery orders.

2. In support of the requirements specified under paragraphs 1.a. through 1.l. above, the contractor shall utilize Personnel, as cited under the Supplies / Services section contained herein, meeting the following minimum requirements:

Machinist:

Able to set-up and operate those machines, tools and equipment and make precise alignment and complex set-ups of the work pieces on those drawings listed under paragraph 1. A. through 1.l., above. Able to work from blueprints and specifications of in-process and finished piece parts. Utilizes shop mathematics to make necessary calculations.

Welder:

The contractor must have available services of a qualified welder in accordance with NAVSEA Publication S9074-AQ-GIB-010/248. Contractor is also required to have written and approved welding procedures in accordance with NAVSEA S9074-AR-GIB-010/278. All welding will

require approved non-destructive test procedures in accordance with NAVSEA T9074-AS-GIB-010/271 and MIL-STD-2035.

Mechanic (Limited):

Performs trade, craft and manual duties that are of a level between helper and journeymen mechanics. Limited mechanics require the performance of less skilled tasks in the trade under general supervision, coupled with the performance of higher skilled tasks under close supervision. Tasks typically include repair, maintenance, fabrication and assembly for which the job layout, work sequences and material requirements have been previously determined by a higher level employee. Such duties require familiarity and skill in the use of tools, equipment, machines of the trade, but the employee is given detailed instruction and close guidance when new or unusual tasks are assigned.

Test Mechanic:

Work requires broad trade knowledge of mechanical principles, hydraulics, machining of metals and trade mathematics. Specialized experience is required through apprenticeship or its equivalent, i.e., machinery. Disassembles, repairs, and rebuilds machinery, tests repairs and realign parts as necessary. Adjusts and sets various controls. Performs machining of parts and makes test operations of machinery.

Quality Inspector:

Ability to read, interpret and apply technical data such as blueprints, engineering drawings, product specifications, technical manuals, and contract statements of work. Able to verify by test or inspection, using sampling inspection or intensive product inspection techniques, that products comply with specification requirements.

3. In addition to the above personnel, the contractor shall utilize and expend the services of a Packer / Shipper for each delivery order requiring such. Packaging / Shipping shall be in accordance with the requirements contained under the Packaging / Marking section contained, herein.

4. The contractor shall also expend the following Support costs under any resulting delivery order requiring such:

a. The contractor shall furnish materials in response to the performance of machining, welding, assembling and testing tasks required under this contract, and shall be reimbursed under the Material contract line item contained under the Supplies / Services section, herein. Unless otherwise specified the contractor shall furnish all materials, including raw material required for performance of the services. Each delivery order shall explicitly describe any / all Government Furnished Material to be provided to the contractor in support of the tasking requirements identified under such order.

b. The contractor's costs for pick-up / delivery of items in conjunction with the tasks performed under any such delivery order shall be reimbursed under the Transportation contract line item contained under the Supplies / Services section, herein. For the purpose of evaluating this solicitation, costs shall be based on a Round Trip basis.

c. The contractor may require the services of a sub-contractor to provide specialized services, in support of defined tasks under authorized delivery orders. An example of these services are (e.g. plating utilizing electrolytic processes, honing or grinding of lengths in excess of 20ft, control welding of SUBSAFE/ Level 1 material, etc.). Such services shall be reimbursed under the Sub-contractor contract line item contained under the Supplies / Services section, herein.

d. The contractor may require the services of a laboratory (approved by NSWCCD) for testing and reporting oil contamination under any delivery order, as applicable. The laboratory shall be capable of testing for oil contamination in accordance with NAVSEA 59086-54-STM-010-CH-556. Such services shall be reimbursed under the Oil Sample Testing contract line item contained under the Supplies / Services section, herein.

5. Technical Data

The technical data to be delivered (for the contract and any resulting delivery order) shall be furnished as required by the applicable DD Form 1423.

Contractor Progress / Status Report – as specified under the DD1423 of this contract, shall be provided on a monthly basis at the end of each month, and shall include information detailing a listing of all delivery orders, hours and funds utilized / remaining under the entire contract as well as each individual delivery order and the current status of tasking requirements, percentage of work completed / remaining and items delivered for each order.

Additional Facilities:

The contractor's facilities shall have the capability to maintain four (4) segregated storage areas, each free of mercury contamination:

- 1) Government Furnished Material**
- 2) SUBSAFE / Level I Material**
- 3) Non-Conforming Material**
 - 3) Classified Material (Secret / Confidential)**

QUALITY ASSURANCE REQUIREMENTS

1. Contractor's Quality/Inspection System:

a. The contractor shall provide and maintain a written inspection system, which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements

whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, via the assigned Contract Administration Office (CAO), fifteen (15) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 quality system will be deemed acceptable under this provision.

b. The Quality/Inspection System shall include the following:

- 1) Document Control
- 2) Purchasing
- 3) Control of Customer Supplied Material (Government Furnished Material)
- 4) Product Identification and Traceability
- 5) Process Control
- 6) Inspection and Testing
- 7) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1 or ISO 10012-1.
- 8) Inspection and Test Status
- 9) Control of Nonconforming Product
- 10) Corrective Action
- 11) Handling, Storage, Packaging, and Delivery
- 12) Records
- 13) Control of SUBSAFE, and Level I Material.
- 14) Controls to assure sub-contractors comply with contract quality system requirements.
- 15) Special Requirements identified in Delivery Orders.

2. Procedures:

a. The contractor shall furnish the following procedures, as specified under any applicable order, 15 days prior to the performance of any applicable test:

1) An inspection plan. This document shall contain as a minimum:

- a) Step-by-step method with inspection/verification points.
- b) Part Name.
- c) Identification of each characteristic to be inspected.
- d) Acceptance and reject criteria.
- e) Actual dimension recordings.

2) Straightness test procedure, and / or optical alignment procedure. The

procedure shall contain as a minimum:

- a) Straightness Requirements.
- b) Alignment Requirements.
- c) Equipment List.
- d) Step-by-step Method.
- e) Set up.
- f) Method of Obtaining Readings.
- g) Reading Locations on the Unit.
- h) Recording of Test Results.

3) Dynamic Test Procedure

4) Hydrostatic Test Procedure.

- a) Test Requirements.
- b) Set up of Unit in Test Stand.
- c) Applied Loads.
- d) Step-by-step Method.
- e) Applied Cycle.
- f) Recording of Test Results.
- g) Time Periods for Cycling.

5) Cycle Test Performance Procedure

6) Electrical Tests.

7) Flexure Test Procedure as required by Drawing and/or other Specification.

8) Nondestructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for:

- a) Dye Penetrant

- b) Radiography
 - c) Ultrasonic
 - d) Magnetic Particle
 - e) Visual.
- 9) A written welding procedure and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.
- 10) For HY-80/100/130 material, written welding procedure and welder Qualification data in accordance with NAVSEA T9074-AD-GIB-010/1688
- 11) Weight/Holding capacity test for mast clamps.
- 12) Special Requirements identified in Delivery Orders.

3. Records:

- a. For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the assembly, as specified under any applicable order:
 - 1) For Government-Furnished Material:
 - a) Certification that material furnished was used in the assembly it was supplied for.
 - b) Document list of all material used in such furnished assembly. For each piece, the list shall include the drawing number, piece number, and component serial letter.
 - 2) For Contractor-Furnished Raw Material:
 - a) For contractor-supplied material, the contractor shall supply documented verification of raw material by alloy families using simple, direct and rapid analysis methods or a combination of methods (e.g., visual, hardness test, magnetic properties test, acid spot tests, and metal comparator tests).
 - b) For the UHMW polyethylene material the contractor shall provide:
 - (1) A Certificate of Compliance attesting that the material is homogeneous, free of streaks defect free, and stress relieved.
 - 3) Copies of qualifications of personnel performing welding under this contract in accordance with NAVSEA S9074-AQ-GIB-010/248.

- 4) Test reports showing the results of non-destructive testing inspections. Report must include joint identification, plan number, piece number, compliance to NAVSEA T9074-AS-GIB-010/271 for procedures used, and show acceptance to:
 - a) Visual Inspection of Welds - MIL-STD-2035.
 - b) Dye Penetrate Testing - MIL-STD-2035
 - c) Magnetic Particle Testing - MIL-STD-2035.
 - d) Ultrasonic Testing - MIL-STD-2035.
 - e) Eddy Current Testing - MIL-STD-2035.
 - f) Radiographic Tests of Welds - MIL-STD-2035.
 - g) Radiographic Tests of Castings - NAVSHIPS 0250-692-1300.
 - h) Radiography Testing of Castings - NAVSHIPS 0250-692-9010.
 - (1) Radiographic film must be marked in relation to contract number, serial number, and location of the film on the part being tested. Film must be accompanied by a shooting sketch and an acceptance statement signed by a Government qualified reader.
- 5) Copies of current qualifications to NAVSEA T9074-AS-GIB-010/271 for personnel performing and evaluating the results of non-destructive test.
- 6) Copies of test reports showing the results of:
 - a) Hydrostatic Pressure Testing.
 - b) Dynamic Testing.
 - c) Cylinder Cycling Test Performance
 - d) Optical Alignment
 - e) Straightness Inspection
 - f) Weight/Holding capacity test
 - (1) Insert pullout test under Drawing 28528-1362435. This test is to be accomplished prior to installation of piece 1.
 - (2) Insert pullout test under Drawing SS-128-4491148 and SPI #3059. This test is to be accomplished prior to installation of piece 28.
- 7) The inspection records shall show the results of every dimension inspected and shall include

the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. Recording the results of dimensional inspections on a configuration facsimile of the component as shown on the applicable drawing is an acceptable OQED.

a) ACTUAL measurements are required for the following characteristic:

- (1) Dimensions with a tolerance of +/- .005 or less"
- (2) Straightness of .010" per foot or less
- (3) Geometric characteristics (forms, profile, orientation, location, run out, etc.) with a tolerance of .010" or less
- (4) Finishes 32 or less.
- (5) Angles +/- 1/2 degree or less
- (6) Torque Records

b) Class 2 Threads shall be inspected in accordance with ASME B1.3, System 21 requirements and Class 3 threads or higher shall be inspected in accordance with ASME B1.3, System 22 requirements.

c) Sampling inspection is permitted under this contract. A sampling plan identifying the parts and the sample size must be submitted to NSWCCD-Phila code 9613 for approval prior to completion of inspection.

d) Certification of stress relieving for pieces requiring stress relief.

e) Certification of age hardening for pieces requiring age hardening.

f) Electrical test reports as required by Drawing or Specification.

g) Complete copies of NSTM S9086-S4-STM-000 table 556-29A for reporting results of oil contamination by an approved laboratory.

h) Complete inspection report showing the results of visually inspecting O-rings used in the assembly. This report shall have attached the individual O-ring packages that the O-rings were supplied in and shall show the cure date of each O-ring.

i) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show: contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if SUBSAFE, or Level I.

j) Documented list of all material used in each finished and delivered

assembly. A qualification summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product quality. The contractor will supply certifications summary sheet blanks, used by the contractor.

- k) Records for each assembly, component, delivered item shall identify the inspection, measuring, test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.
- l) Inspection Forms: Contractor shall utilize the following inspection forms for reporting test data:
 - (1) NSWCCD Form 104-17-016, Mast Fairing Dimensional Straightness Measurement.
 - (2) NSWCCD Form 104-15-032, Auto Reflection for Piston Rod Brackets and Cylinder Bearings
 - (3) NSWCCD Form 104-17-029, Inner Mast Dimensional and Straightness Measurements
 - (4) NSWCCD Form 104-17-030, Mast Sigma Channel and Aft Internal Bearing Straightness
 - (5) NSWCCD Form 104-03-019, Mast Performance Test
 - (6) NSWCCD Form 104-18-017, Hoist Cylinder Straightness
 - (7) NSWCCD Form 104-18-018, Cylindrical Components Straightness
 - (8) NSWCCD Form 104-11-023, Hoist Cylinder Hydrostatic Test
 - (9) NSWCCD Form 104-11-041, Hoist Cylinder Assembly Performance Test
 - (10) NSWCCD Form 104-11-042, Periscope Hoist Cylinder Hydrostatic Test
 - (11) NSWCCD Form 104-11-043, Periscope Fairing Hoist Cylinder Hydrostatic Test
 - (12) NAVSHIPS 4646
 - (13) NAVSHIPS 4647
- m) Special Requirements identified in Delivery Orders.

4. Control of Government Furnished Material (GFM):

- a. Material received from NSWCCD Philadelphia will be received accompanied by NSWCCD Philadelphia Material Control Form 154-04-036.
- b. NSWCCD Philadelphia will be responsible for completing Material Control upon issue of the material.
- c. Upon receipt of material, contractor will inventory material and return two (2) copies of the completed form to NSWCCD Philadelphia, Code 9633.
- d. A complete inspection report of visual and dimensional inspections of the GFM conducted by the contractor shall be forwarded to NSWCCD-9613 prior to using the GFM.
- e. Material traceability must be maintained at all times from material to the Material Control Form.
- f. Excess material or spoilage is to be returned to the government.
- g. Government-Furnished Equipment shall be returned in good and usable condition. If repairs are required, the cost of repairs shall be charged to the contractor.
- h. Special Requirements identified in Delivery Orders.

5. Mercury Exclusion Clause

a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) or shall be on the List of Mercury-Containing Material/Equipment approved by NAVSEA, enclosure (1) of NAVSEAINST 5100.3C. Any material/ equipment so listed shall have label plates as prescribed in enclosure (3) of NAVSEAINST 5100.3C. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.

b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F \pm 5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.0 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.

c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escapes. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA. Upon approval by NAVSEA, the vendor will provide a warning plate as prescribed by enclosure (2) of NAVSHIPSINST 5100.28 which will include a statement that mercury is a functional part of the item and also the name and location of that part.

d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.

e. The contractor is required to certify via a certificate of compliance that:

- 1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
- 2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.

f. The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

6. SUBSAFE, and Level I Requirements

a. The component(s) to be supplied under this specification is (are) in a hull integrity application aboard Navy submarines. The materials utilized shall be manufactured under strict quality control procedures to ensure compliance with all invoked specifications.

b. The contractor shall contact NSWCCD Code 9613 in writing after award of contract and prior to commencement of any work to ensure all SUBSAFE prerequisites are addressed and to arrange for the delivery of the NSWCCD SUBSAFE \ Level I Material stamp.

- 1) The SUBSAFE, and Level I material is as identified by drawings or in Delivery Orders.
- 2) For contractor supplied "SUBSAFE," and "Level I" raw material, the contractor shall supply original (mill) certification reports of physical properties and chemical composition traceable to material by heat number in compliance with DID-MISC-81020.

3) The contractor shall mark SUBSAFE and Level I raw material with the heat number. Items too small to mark must be bagged and tagged. Traceability must be maintained from the raw material to the finished part.

- a) Prior to applying any special finishes to final machined parts and prior to final assembly of component parts, the contractors shall contact NSWCCD Code 9613 to arrange for the semi-quantitative analysis material swipe to be performed by NSWCCD Code 9613 on the finished SUBSAFE component.
- 4) Material Identification Control (MIC) numbers shall be assigned by NSWCCD-9613. Each finished component will be delivered identified with drawing number, piece number, component serial number, and MIC number if "SUBSAFE" or "Level I" material. The contractor may not alter or remove the MIC number once applied.
- a) MIC marking of the SUBSAFE or LEVEL I component(s) or assembly must be accomplished in the presence of a representative from NSWCCD 9613 or the delegated CAO representative.
 - b) The MIC number must remain associated with the material at all times. The finished component must be permanently marked in accordance with MIL-STD-792.
- 5) Material supplied as GFM shall be processed in accordance with the following provisions:
- a) Document all material used in such furnished assembly. For each piece, the list shall include the drawing number, piece number, component serial letter, Heat/Lot number and MIC number.
 - b) Raw material will be permanently marked with MIC number if the end use is for "SUBSAFE" or "Level I" material.
 - c) If material is subdivided, the MIC number shall accompany each segment.
 - d) MIC numbers will be permanently transferred to all surplus material.
- 6) Certification: The contractor shall submit the following certification data:
- a) Certification of welding electrodes used shall be furnished. This includes chemical and mechanical properties, manufacturer control number, heat number, type, and size. Additionally, a sample of the weld electrodes shall be supplied to NSWCCD-9613 for quantitative analysis prior performing any welding on a SUBSAFE component.
 - b) K-Monel Material Properties - Furnish a quantitative report of test results conforming to the applicable specification.
 - (1) Nickel-Copper-Aluminum Alloy, K-500 material per FED SPEC QQ-N-286, used in the fabrication of parts to be provided for SUBSAFE or Level I application, shall be produced by INCO Alloy International, Inc. and substantiated by material certification from the vendor. (Reference Document: NAVSEA letter 4400, Ser 3931/4204 of 2 Dec, 1991).
 - c) Verification of the correctness of material fasteners shall conform to the

requirements of MS18116, MIL-S-1222.

d) Verification of Assembly - A torque record reflecting actual torque applied and lubricant used when drawing, or special notes specify such records.

- (1) For all other instances, the vendor will provide a certificate of compliance attesting to conformance with all drawing and specified requirements.
- (2) SUBSAFE/Level I components removed from equipment/assemblies/subassemblies must be identified and documented.
- (3) SUBSAFE/Level I components installed into equipment/assemblies/subassemblies must be identified and documented.
- (4) O-rings utilized in SUBSAFE/Level I assemblies/subassemblies/piece parts must be documented, reporting the type O-ring used, results of visual inspection of O-ring, cure date, and quantity used.

e) Verification of Dimensions – The contractor is required to certify via a certificate of compliance that all dimensions, threads, angles, and finishes comply with drawings or specification requirements. All approved deviation/waivers shall be listed as part of the certificate of compliance.

f) Verification of Electrical Test - The contractor is required to certify via a certificate of compliance that all electrical tests comply with drawings or specification requirements.

g) Soundness - Radiographic inspection to all castings associated with pressure hull boundary and subject to sea pressure in the primary and secondary boundary to be in accordance with NAVSEA S9074-AR-GIB-010/278 Dye penetrate or magnetic particle inspection of all castings subject to above radiographic inspection in accordance with NAVSEA S9074-AR-GIB- 010/278. Submit approved radiographic standard shooting sketch, radiographic inspection report, and radiographic film for each casting radiograph, inspection report of dye penetrate and/or magnetic particle inspection, and qualification report for each NDT inspection.

h) Traceability shall be maintained between the material and its quantitative test reports through a unique traceability number, heat-lot number, or heat-treat number as applicable, which shall also be marked on the material. Control must be established to retain this number in association with the material during machining. This traceability number marked on the material shall provide direct traceability to the materials chemical composition and mechanical property certification data.

i) SUBSAFE assemblies with non-metallic within the SUBSAFE Boundary and joints shall be identified and controlled in accordance with applicable specifications and drawings. Identification shall be product description, national stock number, and/or material specification.

- (1) Traceability shall be provided for raw ingredients used to manufacture all SUBSAFE non- metallic parts and components.

7) Storage - All "SUBSAFE", and "Level I," material shall be segregated from other material.

a) "SUBSAFE" material shall be segregated from "Level I" material.

c. Verification/Summary:

1) Stamps: The NSWCCD SUBSAFE/Level I Material stamp shall be applied to all Objective Quality Evidence Reports for SUBSAFE/LEVEL I, SUBSAFE, or LEVEL I material. The contractor shall fill in the applicable information.

2) Material Verification: The contractor shall make available all SUBSAFE/Level I finished parts for material verification including hardness testing and semi-quantitative analysis.

3) A summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product shall be supplied.

7. Containers for SUBSAFE / Level I equipment will be marked with "SUBSAFE/Level I on sides and front.

SECTION D Packaging and Marking

- 1.** All material to be delivered under any delivery order issued under this contract shall be packed in accordance with the latest edition of ASTM D3951-95 “Commercial Packaging of Supplies and Equipment”, in effect on the date of contract award, or any other specification so designated under any individual order.
- 2.** The contractor shall mark all shipments under this contract in accordance with the latest edition of ASTM D3951-90 “Commercial Packaging of Supplies and Equipment”, in effect on the date of contract award.
- 3.** The following markings shall be applied to the exterior of the shipping crates, as well as any other markings so designated under any individual order :
 - a.** Contract Number
 - b.** Drawing Number
 - c.** Piece Number
 - d.** Serial Number

SECTION E Inspection and Acceptance

1. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
2. Representatives of an assigned Contract Administration Office (CAO) shall make inspection of the supplies and services to be furnished hereunder, at the contractor or subcontractor's plant (source).
3. Due to the critical nature of this material, a representative of NSWCCD, Code 9613, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, when material is ready for inspection so NSWCCD has the option of conducting a quality assurance surveillance on the material at the contractor's plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
4. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD.
5. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
6. Requests for engineering changes, waivers, or deviations shall be submitted in accordance with MIL-STD-973 using Forms DD 1692 and 1694 as appropriate. A "Request for Waiver" shall be used for government acceptance of all Type I and Type II nonconformance.

FINAL ACCEPTANCE

Final acceptance for all items delivered under any resulting order of this contract will be performed by NSWCCD, at the Philadelphia site (4700 S. Broad Street, Philadelphia, PA), or at another site designated under the delivery order. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

CLAUSES INCORPORATED BY REFERENCE:

52.246-6 Inspection--Time-And-Material And Labor-Hour
252.246-7000 Material Inspection And Receiving Report

MAY 2001
MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Date	Tailoring
ANSI/ISO/ASQ Q9001-2000 or	(2000)	No Tailoring permitted
MIL-I-45208A	(1963)	No Tailoring permitted
ANSI/NCSL Z540-1 or	(2000)	No Tailoring permitted
ISO 10012-1	(1994)	No Tailoring permitted

SECTION F Deliveries or Performance

1. Deliveries of completed items shall be in accordance with the schedules as specified under any resulting delivery order.
2. Technical data to be delivered shall be furnished as called for in the DD Form 1423, Exhibit A, of this contract and any delivery order issued hereunder.
3. Delivery will be made to the address listed below, or at a place otherwise designated under a particular order:

NSWCCD-SSES

Naval Business Center, Bldg. 1000 or 542

Philadelphia, PA 19112

ATTN: Code 9633

GOVERNMENT FURNISHED MATERIAL

1. The Government may provide items to be machined/welded, refurbished/restored, assembled/tested by the contractor. Such items shall be identified as Government Furnished Material (GFM), and shall be specified under each delivery order and maintained and controlled in accordance with Quality Assurance Requirements and the "Government Property" clauses, contained herein. The cognizant Defense Contract Management Area Operations representative shall verify the contractor's receipt inspection.
2. Government Furnished Material shall be picked up by the contractor at the NSWCCD-SSES, Submarine Systems Department, Bldg. 1000 or Bldg. 542, Naval Business Center, Philadelphia, PA 19112, or at another site so designated, at such time as specified in each delivery order.

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

*to be provided at time of contract award

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR and DCAA Auditor. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ____ calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.
 X is required only with the final invoice.
_____ is not required.

(f) A Certificate of Performance

 X shall be provided with each invoice submittal.
_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.245-1	Property Records	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-6	Alt IV Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through 59 **months**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000.00**;

(2) Any order for a combination of items in excess of **\$1,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 months from date of award**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Baltimore, MD Area

Employee Class	Monetary Wage-Fringe Benefits
Machinist, Maintenance WG-10	\$18.23/*
Shipping Packer WG-10	\$18.23/*
Welder, Combination, Maintenance WG-10	\$18.23/*
Machinery Maintenance Mechanic WG-10	\$18.23/*
Aircraft Quality Control Inspector WG-10	\$18.23/*

Philadelphia, PA Area

Machinist, Maintenance WG-10	\$18.49/*
Shipping Packer WG-10	\$18.49/*
Welder, Combination, Maintenance WG-10	\$18.49/*
Machinery Maintenance Mechanic WG-10	\$18.49/*
Aircraft Quality Control Inspector WG-10	\$18.49/*

*Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Sick Leave: Two hours of sick leave each week for all employees.
4. Life insurance, health insurance, workers' compensation and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.
5. Retirement: 7.0 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986 or after.
6. Medicare: 1.45 percent of basic hourly rates for all employees.
7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$80,400.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar

days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of

approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is

completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
- "These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://FARSITE.HILL.AF.MIL>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: Anthony Tucci

Mailing Address: Naval Surface Warfare Center, Carderock Division (NAVSEA Phila.)
4700 S. Broad Street
Philadelphia, PA 19112-5083

Code: 9633

Telephone No.: 215-897-1002

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Robert Colot

ADDRESS: Naval Surface Warfare Center, Carderock Division
5001 South Broad Street, Building 4
Philadelphia, PA 19112-1403

TELEPHONE: 215-897-7060

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

EXHIBIT A - Contract Data Requirements List, DD Form 1423

ATTACHMENT I - Department of Labor Wage Determination No. 1994-2449, REV 16

ATTACHMENT II - Department of Labor Wage Determination No. 1994-3015, REV 2

ATTACHMENT III - Security Classification Specification, DD Form 254

ATTACHMENT IV - Sample Certificate of Performance

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

PROPOSAL REQUIREMENTS

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information.

(b) The offeror shall submit the following information:

(1) Two completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.

(2) Two copies of the technical proposal.

(3) Two copies of the cost/price proposal.

(c) Technical Proposals

Offerors shall provide technical proposals which enable the Government to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the Government's stated requirements. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective offeror has a thorough knowledge and understanding of the requirements and has the valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed", are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications and this clause. As a minimum, the proposal must clearly provide the following:

1. Corporate Experience

A narrative shall be prepared describing the offeror's experience with machining, welding, assembling, testing, refurbishing and restoring various submarine antenna , periscope and submarine and surface craft Hull , Mechanical and Electrical systems / components, as

contained in the drawings listed under Section C., herein. In addition, the offeror shall also describe experience in SUBSAFE / Level I material handling / traceability and maintaining a quality program meeting the requirements described under the Quality Assurance Requirements contained under this solicitation. The offeror shall provide a minimum of three (3) contracts within the past five (5) years, citing this experience. The offeror shall provide in a matrix format, the contract number, type of contract, contract dollar value, period of performance, work description / scope of work, and the name of the customer, with a Point Of Contact (POC).

2. Capability:

A narrative shall be prepared which demonstrates the offeror's capability to provide equipment and facilities to accomplish the required machining, welding, assembling, testing, refurbishing and restoring tasks and provide qualified personnel meeting the requirements identified under Section C. In addition, the offeror shall demonstrate facilities and equipment which possess the following capabilities:

a. Capability to maintain four (4) segregated storage areas, each free of mercury contamination, as specified under the RFP's statement of work:

- 1) Government Furnished Material**
- 2) SUBSAFE / Level I Material**
- 3) Non-Conforming Material**
- 4) Classified Material (Secret / Confidential)**

b. Evidence in the manufacture of components utilizing as a minimum the following materials:

- 1) Polyethylene, ultra-high molecular weight
- 2) Rubber, ZZ-R-765 Cl. 1b, Grade 50
- 3) Nylon, MIL-M-20693
- 4) K-Monel, QQ-N-286
- 5) Teflon, MIL-P-19468
- 6) Reinforced fiberglass structures
- 7) Delrin

c. Capability in machining components of approximately 15 feet and greater in length and 3 feet in width.

d. Personnel possessing the qualifications specified under the RFP's statement of work.

e. A written description of available equipment and facilities which demonstrates the offerors ability to meet the following requirements, essential for accomplishing the tasks under this contract:

- 1) Hydraulic Power Plant

- (a) Adaptable to mast fairing and periscope barrel hydraulic cylinders.
 - (b) Filtering system to ensure oil cleanliness to NAVSEA Technical Manual S9086-S4-STM-000/CH-556R1.
 - (c) Static pressure of 5,000 psi +/- 1/2%.
 - (d) Nominal flow rate of 20 Gal/Min at 1,500 psi.
 - (e) Hydraulic Fluid of MIL-H-17672D Navy Symbol 2075TH and 2110TH.
- 2) A Cylinder Test Stand:
- (a) The stand shall interface with the hydraulic power plant.
 - (b) The stand shall be in a vertical position and provide a means for supporting, cycling and testing both antenna and periscope cylinder assemblies. Note: The periscope barrel cylinder assembly will be (45) foot in length when fully extended.
 - (c) The stand must be able to cycle and test the following systems:
 - (1) OE-207/BR - Dwg. 4398602 & 4491191
 - (2) AN/BRA-34 - Dwg. 2113490, 4398595 & 5489410
 - (3) AN/BRD-7 (BLD-1) - Dwg. 5361661
 - (4) AN/BRD-7 - Dwg. 2113490, 5489410 & 4398606
 - (5) OE-158 - Dwg. 4491167, 4491194 & 4491196
- 3) Mechanical or optical equipment to obtain straightness of the cylinders and piston rods.
- 4) Accelerometer Pressure Transducer and Recorder shall interface with the Hydraulic Power Unit.
- 5) A lathe capable of machining a hydraulic cylinder component 20 foot in length.
- 6) Evidence of welding personnel and equipment capable to perform in accordance with NAVSEA S9074-AQ-GIB-010/248 and NAVSEA S9074-AR-GIB-010/278.
- f. An assembly area large enough to assemble a 23 foot cylinder; 20 foot piston rod with a 19 foot stroke. The area should accommodate five (5) assemblies. The length of the area shall be a minimum of 55 feet with a minimum of 1,650 square feet.
- g. Access to a laboratory for testing and reporting oil contamination in accordance to NAVSEA S9086-S4-STM-0000/CH-556/R.

- h. Access to a paint booth meeting the requirements of NAVSEA SE110-BK-MM0-010, and capable of painting a 23 foot long mast fairing.

3. Past Performance

a. The offeror shall provide a list of the last two (2) contracts or subcontracts completed during the last three (3) years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Government, agencies of state and local governments and commercial customers. Offerors shall include the following information for each contract and sub-contract:

1. Name of customer
2. Contract number
3. Contract Type
4. Total contract value
5. Description of work
6. Contracting Officer/ Administrator and telephone number
7. Program Manager and telephone number

b. Each offeror will be evaluated on their performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor.

c. Exceptions:

Offerors are not encouraged to take exceptions to this solicitation, however any exceptions taken to the specifications or terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter. Offerors shall identify the particular section, clause paragraph and page to which they are taking exception.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Material contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer addressed as follows:

Naval Surface Warfare Center, Carderock Division
 5001 South Broad Street
 Philadelphia, PA 19112-1403
 ATTN: Mr. Robert Colot, Code 3352

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://FARSITE.HILL.AF.MIL>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M Evaluation Factors for Award

LOW COST/TECHNICALLY ACCEPTABLE EVALUATION

- a) The contract resulting from this solicitation will be awarded to that responsible offeror submitting a technically acceptable proposal with the lowest evaluated estimated price. The Government reserves the right to make a multiple or a single award.
- b) Technical acceptability will be determined in accordance with the following evaluation factors, based on information submitted in response to the provisions entitled "Technical Proposals". To be determined technically acceptable, the offeror must be technically acceptable in each of the areas identified by the following evaluation factors:

- 1) CORPORATE EXPERIENCE
- 2) CAPABILITIES
- 3) PAST PERFORMANCE